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17190
RECORDATION NO. FILED 1425

JAN 7 1991 -9 12 AM

INTERSTATE COMMERCE COMMISSION

17190
RECORDATION NO. FILED 1425

JAN 7 1991 -9 15 AM

January 2, 1991

INTERSTATE COMMERCE COMMISSION

17190
RECORDATION NO. FILED 1425

JAN 7 1991 -9 12 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noretta R. McGee
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one certified copy and three conformed counterparts of the first document described below and two originals and two photostatic conformed counterparts of the second and third documents described below.

The first document is an Assignment Agreement, a primary document, dated August 30, 1983 between Genesee and Wyoming Railroad Company ("Assignor") and Burlington Northern Railroad, Inc. ("Assignee").

The names and addresses of the parties to the Assignment Agreement are:

Assignor
Genesee and Wyoming Railroad Company
3846 Retsof Road
Retsof, New York 14539

Assignee
Burlington Northern Railroad, Inc.
9401 Indian Creek Parkway
Overland Park, Kansas 66210

Certified
Copy
Stamp
& File

A description of the rail cars covered by the Lease is set forth on the Equipment Schedule A attached thereto.

A check in the amount of \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of this Assignment Agreement.

Handwritten note: 4/12/91

Handwritten signature: Carolyn

Ms. Noretta R. McGee
January 2, 1991
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The second document is an Assignment of the Assignment Agreement dated December 21, 1990 from Genesee and Wyoming Railroad Company to GWI Leasing Corporation ("Assignment"). This Assignment should be filed after the Assignment Agreement, the primary document to which it relates.

The names and addresses to the Assignment are:

Assignor

Genesee and Wyoming Railroad Company
3846 Retsoff Road
Retsoff, New York 14539

Assignee

GWI Leasing Corporation
71 Lewis Street
Greenwich, Connecticut 06830

A description of the rail cars covered under the Assignment is set forth therein.

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of this Assignment.

Revised
The third document is an Assignment of Rents under the Assignment Agreement dated December 27, 1990 from GWI Leasing Corporation to Deutsche Credit Corporation ("Assignment of Rents"). The Assignment of Rents should be filed after the Assignment Agreement, the primary document to which it relates.

The names and addresses of the parties to the Assignment of Rents are:

Assignor

GWI Leasing Corporation
71 Lewis Street
Greenwich, Connecticut 06830

Assignee

Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, Illinois 60015

A description of the rail cars covered under the Assignment of Rents is set forth on Exhibit A attached thereto.

Ms. Noretta R. McGee
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A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Assignment of Rents.

Kindly return the three copies of the first document and one original and two copies of each of the second and third documents to Kelley W. White, Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, IL 60601.

Following is a short summary of the enclosed documents:

Primary Document.

An Assignment Agreement, dated August 30, 1983 between Genesee and Wyoming Railroad Company and Burlington Northern Railroad, Inc. covering seventeen (17) used 100-ton covered hopper rail cars described in Equipment Schedule A attached thereto.

Secondary Document.

An Assignment of the Assignment Agreement, dated December 21, 1990 from Genesee and Wyoming Railroad Company to GWI Leasing Company Corporation covering ten (10) used 100-ton covered hopper rail cars described therein.

Secondary Document.

Assignment of Rents under the Assignment Agreement, dated December 27, 1990 from GWI Leasing Corporation to Deutsche Credit Corporation covering ten (10) used 100-ton covered hopper rail cars described on Exhibit A attached thereto.

Please call me at the telephone number above in Chicago if you have any questions.

Very truly yours,



Kelley W. White

KWW/pm

cc: Robert W. Kleinman
Susan G. Lichtenfeld

17190

RECEIVED IN _____ FILED IN _____

JAN 7 1991 - 9 12 AM

INTERSTATE CO. _____

Lease
ASSIGNMENT AGREEMENT

MADE: August 30, 1983

PARTIES: Genesee and Wyoming Railroad Company, 3846 Retsof Road, Retsof, New York 14539 ("GWR") and Burlington Northern Railroad Inc., 9401 Indian Creek Parkway, Overland Park, Kansas 66210 ("BNR")

RECITALS:

GNWR desires to assign BNR up to one hundred (100) covered hopper railcars (the "Cars") which shall be listed and described on an Equipment Schedule "A", the form of which is attached hereto and made a part hereof, to be executed by the parties hereafter and made a part of this Agreement.

BNR desires to have the Cars assigned for its use on its railroad tracks.

In consideration of the premises and mutual covenants contained herein, the parties agree as follows:

AGREEMENTS:

1. GNWR will allow BNR to reclaim the hourly car hire on each of the Cars for up to ten (10) days per month per car while the Cars are on the BNR tracks.

2. This Assignment will commence on the date on which the first of the Cars are delivered to BNR and shall continue in effect until termination as provided in paragraphs 6 and 8 below.

3. BNR shall be responsible for the Cars while they are on the BNR tracks in accordance with AAR Interchange Rules.

4. GNWR will be responsible for all maintenance, property taxes and insurance costs with respect to the Cars while this Agreement is in effect; provided, however, that GNWR shall not be responsible for any repairs or servicing occasioned by the fault of BNR.

5. GNWR will pay all transportation costs incurred in delivering to and removing the Cars from the BNR.

6. BNR agrees to use the Cars until it gives GNWR seven (7) days notice that it no longer has a need for the Cars. Upon such notification by BNR, GNWR shall have the option of having BNR return the Cars at no cost to GNWR to such interchange point on BNR's system as GNWR directs or of storing the Cars on BNR's tracks at no cost to BNR and free of all car hire to BNR until the Cars are loaded by BNR or its employees on BNR's system.

7. G. may, upon thirty (30) days written notice to BNR, terminate this Agreement with respect to any or all of the Cars at any time.

8. BNR will supply GNWR with such reports or information regarding the Cars on as GNWR may reasonably request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GENESEE AND WYOMING RAILROAD COMPANY

By

M. B. Fuller

Printed Name MORTIMER B Fuller

Title Chairman

BURLINGTON NORTHERN RAILROAD, INC.

By

J. J. Pierucci

Printed Name J. J. PIERUCCI

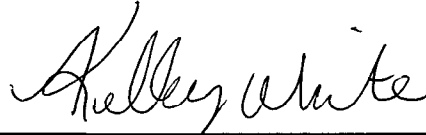
Title Manager Fleet Control

Equipment Schedule A

<u>Car Type</u>	<u>Capacity</u>	<u>Reporting Marks</u>	<u>Number</u>
LO	100-ton	GNWR	810061
LO	100-ton	GNWR	810062
LO	100-ton	GNWR	810063
LO	100-ton	GNWR	810065
LO	100-ton	GNWR	810067
LO	100-ton	GNWR	810068
LO	100-ton	GNWR	810069
LO	100-ton	GNWR	460211
LO	100-ton	GNWR	460289
LO	100-ton	GNWR	460376
LO	100-ton	GNWR	470041
LO	100-ton	GNWR	470052
LO	100-ton	GNWR	768181
LO	100-ton	GNWR	182853
LO	100-ton	GNWR	182854
LO	100-ton	GNWR	182933
LO	100-ton	GNWR	182945

CERTIFICATE

I, Kelley W. White, certify I have compared the attached Assignment Agreement to the original document and that the attached copy is a true and accurate conformed counterpart of the original.

A handwritten signature in cursive script that reads "Kelley White". The signature is written in dark ink and is positioned above a horizontal line.

By: Kelley W. White

Date: January 2, 1991